



**ALPINE COUNTY  
COMMUNITY DEVELOPMENT DEPARTMENT**

**REQUEST FOR PROPOSALS**

**FOR**

**RIGHT OF WAY SERVICES FOR BRIDGE NO. 31C0002  
ON DIXON MINE ROAD OVER WOLF CREEK**

**SUBMITTAL DEADLINE  
DECEMBER 4, 2015  
4:00 P.M.**

**Reply to:**

**BRIAN PETERS, DIRECTOR**

**ALPINE COUNTY COMMUNITY DEVELOPMENT DEPARTMENT  
50 DIAMOND VALLEY ROAD  
MARKLEEVILLE, CA 96120  
530-694-1361  
[bpeters@alpinecountyca.gov](mailto:bpeters@alpinecountyca.gov)**

**NOVEMBER 13, 2015**

## INTRODUCTION

The County of Alpine, Community Development Department, is requesting proposals for right of way services from qualified individuals or firms to provide right of way services for appraisal and acquisition, establishing a public utility easement and a temporary construction easement for Bridge No. 31C0002 on Dixon Mine Road over Wolf Creek. Work covered by this service agreement will augment the right of way capabilities of the County's staff and the County's engineering firm, Quincy Engineering Inc., the engineer on this bridge project. The work will typically be related to right-of-way fee acquisition, easement acquisition, and/or temporary construction easement acquisition.

Alpine County has submitted to Caltrans District 10 a Request For Authorization to proceed with Right of Way (RFA for R/W) phase of work for this bridge project. Work cannot begin until the County receives the authorization to proceed, an E76, that is currently in progress. There has been \$25,000 budgeted for the right of way phase of work, to pay for right of way consultant services and for payment for acquisition and easements. The right of way services to be provided will be determined and directed by the Community Development Director.

### Background:

The Alpine County seat is located in Markleeville, California, approximately 25 miles southwest of Minden-Gardnerville, Nevada and approximately 35 miles south of South Lake Tahoe. Alpine County is California's least populated County with just under 1,200 full time residents. There are no incorporated towns within the County. The County government provides services primarily focused in three somewhat distinct areas - the unincorporated communities of Bear Valley, Kirkwood, and the "East Slope" (generally referring to the Markleeville and Woodfords Area, including Woodfords Canyon, Diamond Valley and Mesa Vista).

The Community Development Department is located in Woodfords, California. The Department is responsible for the following County functions:

- **Building:** Building Official, Plan Check, Inspections, and Permitting;
- **Engineering/Surveying:** Development Review, Encroachment Permits, County Projects, Addressing, Multi-family Driveways and Lanes, and Record of Surveys/Certificates of Compliance;
- **Planning:** Land Use Planning, Transportation Planning, Development Review, and County General Plan;
- **Public Works:** Airport Authority, Buildings and Grounds, Community Centers, County Clean-up, Fuels Reduction Collection (aka Burn Pile), Local Transportation Commission, Recycling Yard, Road Department, and Turtle Rock Park Campground.

### Project Funding:

The funding for this project is from the federally funded by HBP (Highway Bridge Program). Because Federal monies are used to fund the project, the right of way services approval must satisfy requirements of the Local Assistance Procedures Manual (LAPM) and the Caltrans Right of Way Manual. The selected firm shall be responsible for preparing the right of way services, including the associated documents and exhibits in the LAPM.

### Project Description:

The Alpine County Community Development Department, in conjunction with the California Department of Transportation (Caltrans) and the Federal Highway Administration (FHWA), is proposing to replace Bridge No. 31C0002, a timber one-lane bridge, with a new 22-foot wide cast-in-place concrete slab bridge. The new bridge will be located on the existing alignment with geometric enhancements that meet County roadway standards. The bridge is located on Dixon

Mine Road approximately 8 miles southeast of Markleeville in Alpine County, California, and 2.7 miles southeast of State Route 4.

To accommodate the fill material needed on the east side of the bridge it will be necessary to acquire rights of way from one (1) property owner that will include:

- Permanent Road Easement
- Public Utility Easement
- Temporary Construction Easement

Attachment A to this RFP includes the following:

- Right of Way Needs map, RW-1
- Parcel Map Page 1 of 2 for APN 003-120-011-0
- Parcel Map Page 2 of 2 for APN 003-120-011-0

Right of way is also needed from the Humboldt-Toiyabe National Forest. The County is planning to receive a Letter of Consent from the Humboldt-Toiyabe National Forest, to meet Caltrans Right of Way Certification No. 2 requirement so the County can proceed with construction. After construction is completed, the County will work with the National Forest to obtain a permanent road easement from the National Forest. The County does not intend to use right of way services to obtain the Letter of Consent or a permanent right of way from the National Forest.

The County will negotiate a contract with the highest ranked individual/firm and plans to enter into a professional services agreement for the work for this project only.

The County has established a Disadvantage Business Enterprise **(DBE) goal of 0%** for this Agreement. However, Proposers are encouraged to obtain DBE participation and are required to complete the following UDBE and DBE forms for all proposals submitted for consideration.

- A "Local Agency Proposers UDBE Commitment (Consultant Contract)" (Exhibit 10-O1) from shall be included in the Request for Proposal (Attachment A of this RFP) and all Proposers shall be required to fill out and return the Exhibit 10-O1 with Proposals.
- A "Local Agency Proposer DBE (Consultant Contracts)" (Exhibit 10-O2) form shall also be included with the Request for Proposal. For contracts with no goals, this form collects information on all DBEs, including UDBEs. Even if no DBE participation will be reported, all proposers must execute and return (Exhibit 10-O2) form.

The sample contract, Attachment B, contains the full UDBE/DBE reporting forms.

It should also be noted that the County has established insurance requirements applicable to professional services agreements, including the proposed agreement. The applicable insurance requirements are listed in Attachment B of this RFP.

## **SCOPE OF SERVICES**

Right of Way (R/W) Services: Perform all responsibilities for right of way services pursuant to Caltrans LAPM and California law including:

1. R/W Services for appraisal & acquisition from PWP Revocable Trust - shown on map as Permanent Roadway Easement.
2. R/W Services for public utility easement (PUE) from PWP Revocable Trust - shown on map as Public Utility Easement.

3. R/W Services for temporary construction easement (TCE) from the PWP Revocable Trust - shown on map as Temporary Construction Easement.

The R/W services include a certified appraisal consultant, qualified review appraiser, and licensed acquisition consultant.

### **SUBMITTAL CONTENT**

Format: Proposals should be submitted on 8.5-inch x 11-inch page portrait format and shall include a cover with the name and address of the Consultant and marked "Proposal for Right of Way Services". Proposals should not exceed thirty-five (35) pages in length, and should not include unnecessary promotional material. Proposals may use both sides of a page, but each side will be counted as a page. All pages shall be sequentially numbered and each section should be separately and clearly tabbed. Section tabs and the table of contents shall correspond to the numbered requirements of the technical proposal listed in this RFP. Divider pages shall not count against the page number limit.

Letter of Transmittal: The Letter of Transmittal shall be addressed to Brian Peters, Community Development Director, Alpine County Community Development Department, 50 Diamond Valley Road, Markleeville, CA 96120, and must, at a minimum, contain the following:

1. Identification of the firm and/or individual that will have the authorization to commit to the contractual terms and conditions detailed herein. Identification shall include legal company name, corporate address, telephone, fax number and e-mail address. Include name, title, address, telephone number and e-mail address of the contact person during the Proposal evaluation phase.
2. Identification of proposed subconsultants, including legal company name, contact person's name, address, and phone number. Include a description of the working relationship between primary firm and individual and subconsultants, if applicable.
3. Acknowledgment of receipt of all RFP addenda, if any.
4. A statement to the effect that the Proposal shall remain valid for a period of not less than 180 days from the date of submittal.
5. Signature of a person authorized to bind the firm and/or individual to the terms of the RFP.
6. A statement to the effect that by signing the letter of transmittal, the firm and/or individual is attesting that all information submitted with the Proposal is true and correct.

Technical Proposal: This section of the Proposal should establish the ability of the firm and/or individual to satisfactorily perform the required work by evidence of experience and demonstrated competence in performing work of a similar nature as described in this RFP.

1. Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.
2. Identify sub consultants by company name, address, contact person, telephone number and project function. Describe experience working with each sub consultant.
3. Describe experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project. Describe experience in working with local agencies similar to Alpine County in nature and/or responsibilities.
4. Provide a summary of the five most recently completed projects on which the firm provided services similar to those sought by Alpine County. The projects summaries should include a brief description of the project scope and the services provided



including the period of performance and the dollar amount of work performed, and the name and telephone number of a contact person, employed by the client, familiar with the firm's work.

5. A list of significant assignments performed for local governmental agencies during the past three (3) years, indicating the contracting agency, and the name and telephone number of a contact person, employed by the project owner, familiar with the proponent's work.
6. Demonstrate ability to work independently on complex projects and meet established deadlines with minimum direction and supervision from the County.
7. Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, staffing changes, impending merger or other) that may impede firm and/or individual's ability to provide the requested services.
8. At a minimum three (3) client references shall be provided. Furnish the name, title, address and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed. Identify firm and/or individual's key personnel who worked on the referenced projects. Firm and/or individual may also supply references from other work not cited in this section as related experience.

Proposed Staffing and Team Organization: This section of the Proposal should identify key personnel and establish their abilities to perform the required work by evidence of experience and demonstrated competence in performing work of a similar nature as described in this RFP. Key personnel shall include the Contract/Project Manager, and other key professional and technical personnel.

1. Provide education, experience, and applicable professional credentials of project staff. Include copies of applicable professional credentials.
2. Identify key personnel proposed to perform the work in the specified tasks and include major areas of sub consultant work. Include the person's name, current assignment and its duration, proposed position for this project, and how long this person has been with the firm.
3. Provide education, experience, and applicable professional credentials of proposed sub consultants.
4. Include an organizational chart, which clearly delineates communication/reporting relationships among the project staff and between the project staff and Alpine County staff.
5. Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the County.
6. Where the Scope of Services does not adequately define the tasks required to provide complete professional services, provide descriptions of recommended additional services and programs;
7. Identify methods that firm and/or individual will use to ensure quality control as well as budget and schedule control for the work to be performed;
8. Identify any special issues or problems that are likely to be encountered with the services identified herein and how the firm and/or individual would propose to address them.
9. Demonstrate ability to travel to Alpine County on an as needed basis, including during inclement weather and during the winter season when snow and ice may be present on roads.

**Potential Conflicts of Interest:** Identify any potential conflicts of interest including, but not limited to, a general description and time frame for any current client relationships and past services performed within the last five years, for clients other than Alpine County that involve entities or individuals located within Alpine County and/or affect lands within Alpine County.

**Schedule of Rates:** Identification of hourly rates for all assigned personnel, travel and other business expenses proposed to be charged to the Alpine County as part of the contract services agreement. Information regarding hourly rates, travel and other business expenses proposed and fee schedule shall be provided in a separate sealed envelope.

**Contracting:** The Firm and/or individual shall indicate and acknowledge the ability to satisfy all the terms as described in the attached Alpine County Model Professional Services Agreement.

## **SUBMITTAL REQUIREMENTS**

Please submit one (1) hard copy (unbound) and one electronic copy (in Microsoft Word or Adobe PDF format) of your proposal by 4:00 p.m. local time, Friday, December 4, 2015. Facsimiles will not be accepted.

The Submittals shall be addressed to:

Brian Peters, Director  
Alpine County Community Development Department  
50 Diamond Valley Road Markleeville, CA 96120

The electronic copy shall be emailed to Brian Peters, [bpeters@alpinecountyca.gov](mailto:bpeters@alpinecountyca.gov).

In the event your firm/team desires additional information, the Community Development Department will endeavor to provide such information as expeditiously as possible; however, the Community Development Department will not be responsible for any delay resulting in respondent's inability to meet the deadline for submission of the Proposal.

## **SELECTION PROCESS**

**Evaluation of Proposals:** A selection committee as determined by the Community Development Director will review the Proposals to determine which respondent is best qualified to perform the work. Depending upon the number and qualifications of respondents, the Community Development Director may select directly from the Proposals, or may develop a short list of firms for interviews and final selection. The decision as to the process, timing, and selection will be based entirely on the judgment of the Community Development Director. The following criteria may be utilized in the selection process:

1. Understanding of the scope of work to be done.
2. Experience performing work as described in the Scope of Services.
3. Qualifications of staff for work to be done.
4. Present workload and staff availability of firm.
5. Ability to respond and provide services in a timely manner

**Proposed Schedule:** The anticipated schedule for evaluation of the PROPOSALS, award of contract and commencement of services is outlined below. The schedule is subject to change as determined by the Community Development Director.

Release RFP	November 13, 2015
Deadline to Submit Proposal	December 4, 2015

Evaluation of Proposal by County	December 8, 2015
Notification of Selection	December 11, 2015
Approval of Selection and Award of Contract	December 21, 2015
Notice to Proceed	<i>TBD - dependent on County receiving E-76 from Caltrans</i>

The Consultant shall not begin work nor incur any costs associated with any task identified herein without an explicit written notice to proceed for each specified task. The notice to proceed may be in the form of a written work order authorized by the Community Development Director.

### **QUESTIONS AND ADDITIONAL INFORMATION**

Any questions concerning the PROPOSAL submittal process should be directed to Brian Peters, Director, and Alpine County Community Development Department by any of the following means:

Regular Mail: 50 Diamond Valley Road, Markleeville CA 96120

Email: [bpeters@alpinecountyca.gov](mailto:bpeters@alpinecountyca.gov)

Telephone: 530-694-1361

In Person: Please call to make an appointment

### **MISCELLANEOUS PROVISIONS AND NOTIFICATIONS**

PROPOSAL Preparation Expenses: The County shall not, in any event, be liable for any expenses incurred by any firm or individual in the preparation of its proposal. Firm or individual shall not include any such expenses as part of its proposal. Proposal preparation expenses include the following:

1. Preparing its PROPOSAL in response to this RFP;
2. Submitting that PROPOSAL to the County;
3. Negotiating with the County any matter related to this RFP; or
4. Any other expenses incurred by a firm or individual prior to the date an agreement is executed.

County Rights: The County may investigate the qualifications of any firm or individual under consideration, require confirmation of information furnished by a firm or individual, and require additional evidence of qualifications to perform the Scope of Work described in this RFP. The County reserves all rights described below:

1. Accept or reject any and all PROPOSALS, or any item or part thereof, or to waive any informalities or irregularities in PROPOSALS;
2. Issue new or subsequent RFPs;
3. For any reasons, withdraw or cancel this RFP, or any part thereof at any time without prior notice and the County makes no representations that any contract will be awarded to any firm or individual responding to this RFP;
4. Require confirmation of information furnished by firm or individual or for the firm or individual to provide additional evidence of qualifications to perform the work or to obtain information from any source that has the potential to improve the understanding and evaluation of the PROPOSALS;
5. All PROPOSALS shall become the property of Alpine County and shall not be returned;
6. All PROPOSALS submitted may become public records under the laws of the State of California and the public may be given access thereto after the formal process has been completed. Submitted PROPOSALS are not to be copyrighted;

7. Postpone PROPOSAL openings for its own convenience;
8. Remedy or overlook technical errors in the RFP process;
9. Appoint an Evaluation Committee to review PROPOSALS;
10. Seek the assistance of outside technical experts in PROPOSAL evaluation;
11. Approve or disapprove the use of particular sub consultants;
12. Establish a short list of firms or individuals eligible for interview after review of written PROPOSALS;
13. Negotiate with any, all or none of the firms or individuals to the RFP;
14. Solicit best and final offers from all or some of the firms or individuals;
15. Award the contract as a whole, by category, or by any combination that best meets the need of the County.

Award of Contract: Upon selection of a successful proponent(s), a County Professional Services Agreement will be provided, a copy of which is attached as Exhibit B for proponents' review. Proponents shall examine the contract and identify any request for modification from these standard terms as part of the proposal.

Independent Contractor: The successful firm will work in the capacity of an independent contractor for all purposes under this contract, if awarded, and shall not be entitled to any or all rights, privileges, benefits and remuneration of either an officer or employee of Alpine County, unemployment insurance, retirement, paid holidays, vacation and sick leave, medical insurance plans, any other job benefits. Contractor will be responsible for payment of state and federal taxes resultant from contractual earnings.

The contractor will work under the direction of the County Community Development Director or his designee. The Community Development Director will have final approval authority over all issues involved in the development review process.

Nondiscrimination: The consultant or its sub consultants shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Failure by the consultant to carry out these requirements is a material breach of contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.



## EXHIBIT A

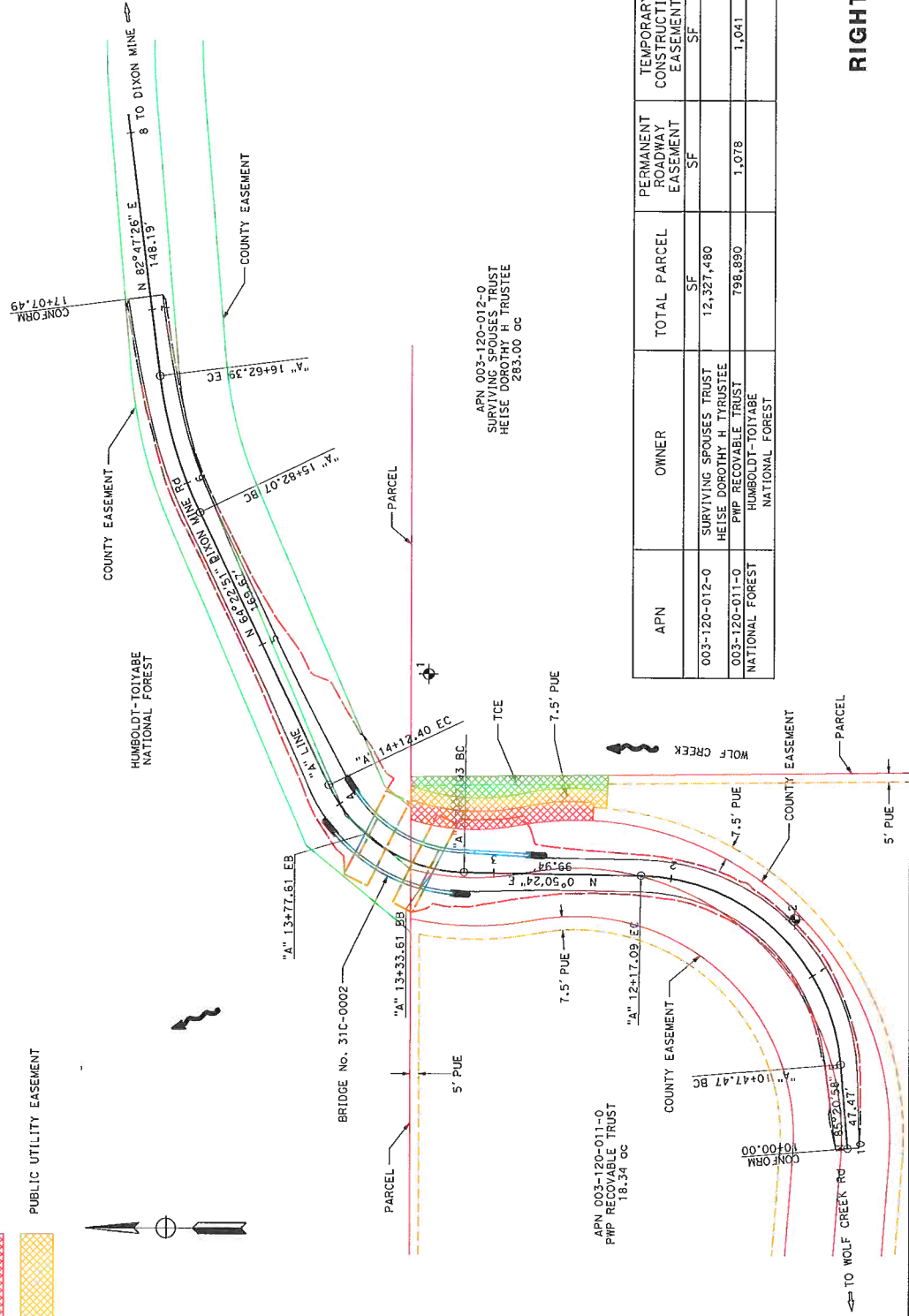
- Right of Way Needs Map, RW 1
- Parcel Map Page 1 of 2 for APN 003-120-011-0
- Parcel Map Page 2 of 2 for APN 003-120-011-0
- LAPM Exhibit 10-O1 Consultant Proposed DBE Commitment
- LAPM Exhibit 10-O2 Consultant Proposed DBE Commitment

ALPINE COUNTY COMMUNITY DEVELOPMENT	CONSULTANT FUNCTIONAL SUPERVISOR	XXXXXXX	CHECKED BY	XXXXXXX	DATE REVISED	XX/XX/XX	XX
BRIAN PETERS	DESIGNED BY	XXXXXXX	REVISD BY	XX	XX/XX/XX	XX	XX
	CALCULATED BY	XXXXXXX		XX	XX/XX/XX	XX	XX

**NOTE:**  
FOR COMPLETE RIGHT OF WAY AND ACCURATE ACCESS DATA,  
SEE RIGHT OF WAY RECORD MAPS AT THE COUNTY OFFICE.

**LEGEND:**

- TEMPORARY CONSTRUCTION EASEMENT
- PERMANENT ROADWAY EASEMENT
- PUBLIC UTILITY EASEMENT



APN 003-120-012-0  
SURVIVING SPOUSES TRUST  
HEISE DOROTHY H TRUSTEE  
12,327,480 SF

APN 003-120-011-0  
PWP RECOVERABLE TRUST  
18.34 AC

APN	OWNER	TOTAL PARCEL	PERMANENT ROADWAY EASEMENT	TEMPORARY CONSTRUCTION EASEMENT	PUBLIC UTILITY EASEMENT	REMAINDER
003-120-012-0	SURVIVING SPOUSES TRUST HEISE DOROTHY H TRUSTEE	12,327,480 SF	1,078 SF	1,041 SF	859 SF	12,327,480 SF
003-120-011-0	PWP RECOVERABLE TRUST	798,890 SF	1,078 SF	1,041 SF	859 SF	797,812 SF
NATIONAL FOREST	HUMBOLDT-TOIYABE NATIONAL FOREST					

**RIGHT OF WAY NEEDS**  
SCALE: 1"=30'

**RW-1**

PROJECT NUMBER & PHASE

UNIT 0000

RELATIVE BORDER SCALE 1"=15' IN INCHES

USERNAME: #XXXXX  
DOT FILE: #XXXXX

BORDER LAST REVISED 7/2/2010

Dist	COUNTY	ROUTE	POST MILES	SHEET TOTAL
10	ALP	CR	TOTAL PROJECT	1

REGISTERED CIVIL ENGINEER  
**65% SUBMITTAL**  
DATE: 9/30/15  
PLANS APPROVAL DATE: 9/30/15  
THE STATE OF CALIFORNIA OR ITS OFFICERS  
THE ACCURACY IN COMPLETION OF THIS PLAN SHEET  
COPIES OF THIS PLAN SHEET

ALPINE COUNTY COMMUNITY DEVELOPMENT  
SUE GARDNER, CIVIL ENGINEER  
SUITE 100, 50 DIAMOND VALLEY ROAD  
RANCHO CORDOVA, CA 95710

### OWNER'S AND TRUSTEES CERTIFICATE

I, CLARENCE C. BURG, AS OWNER, AND SHARON B. BYRNE, AS TRUSTEE UNDER A DEED OF TRUST RECORDED IN BOOK 86, OFFICIAL RECORDS OF ALPINE COUNTY AT PAGE 310, DO HEREBY CERTIFY THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO THIS CLEAR TITLE TO THE LANDS SHOWN ON THIS MAP AND WE CONSENT TO THE MAKING AND RECORDING OF THIS MAP AND SUBDIVISION AND HERETO.

HEREBY OFFERING FOR DEDICATION TO THE PUBLIC FOR ITS USE ALL ROAD EASEMENTS, PUBLIC UTILITY EASEMENTS (P.U.E.) OVER THREE STEPS OF LAND LYING WITHIN FIVE (5) FEET OF THE ROAD AND SIDE LOT LINES AND SEVEN AND ONE-HALF (7 1/2) FEET OF THE FRONT-PROPERTY LINES OF ALL PARCELS TOGETHER WITH ALL OTHER PUBLIC UTILITY EASEMENTS (P.U.E.) SHOWN HEREON.

CLARENCE C. BURG by Julian C. Smith per. Julian C. Smith  
OWNER CLARENCE C. BURG  
TRUSTEE JULIAN C. SMITH

STATE OF California  
COUNTY OF Alpine

ON THIS 20 DAY OF December, IN THE YEAR 1985, BEFORE ME Sharon B. Byrne, NOTARY PUBLIC, PERSONALLY APPEARED CLARENCE C. BURG, PERSONALLY KNOWN TO ME OR KNOWN TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHO EXECUTED THE WITHIN INSTRUMENT AS PRESIDENT ON BEHALF OF THE CORPORATION THEREIN NAMED AND ACKNOWLEDGED TO ME THAT THE CORPORATION EXECUTED IT.

Sharon B. Byrne  
NOTARY PUBLIC STATE OF CALIF.  
MY COMMISSION EXPIRES 4-12-87

STATE OF California  
COUNTY OF Alpine

ON THIS 20 DAY OF December, IN THE YEAR 1985, BEFORE ME Sharon B. Byrne, NOTARY PUBLIC, PERSONALLY APPEARED Julian C. Smith, PERSONALLY KNOWN TO ME OR KNOWN TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHO EXECUTED THE WITHIN INSTRUMENT AS PRESIDENT ON BEHALF OF THE CORPORATION THEREIN NAMED AND ACKNOWLEDGED TO ME THAT THE CORPORATION EXECUTED IT.

Julian C. Smith  
NOTARY PUBLIC STATE OF CALIF.  
MY COMMISSION EXPIRES 4-12-87

### PARCEL MAP

PORTION OF THE EAST 1/2, SECTION 29  
T. 9 N., R. 21 E., M. 34  
COUNTY OF ALPINE, STATE OF CALIFORNIA  
DECEMBER, 1985  
JONES AND TURNER, INC.  
STAGLELINE, NEVADA

### COUNTY TREASURER/TAX COLLECTOR CERTIFICATE

I, ROBERT L. BLAKE, COUNTY TREASURER/TAX COLLECTOR OF THE COUNTY OF ALPINE HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, THERE ARE NO LIENS FOR UNPAID STATE OR COUNTY TAXES OR SPECIAL ASSESSMENTS CHARGED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS NOT YET PAYABLE AGAINST THE SUBDIVISION SHOWN ON THIS MAP AND THAT A BOND OF DEPOSIT FOR ALL TAXES OR SPECIAL ASSESSMENTS NOT YET PAYABLE HAS BEEN PRESENTED TO ALPINE COUNTY.

SIGNED THIS 21 DAY OF August, 1985  
Robert L. Blake  
ALPINE COUNTY TREASURER/TAX COLLECTOR

### COUNTY SURVEYORS CERTIFICATE

THIS MAP CONFORMS WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE.

DATE: 8-5-1986  
Edward Hall  
EDWARD HALL  
L.S. 8978  
STATE OF CALIFORNIA  
L.S. 8978

### EASEMENT DEDICATION STATEMENT

I, EDWARD HALL, COUNTY ENGINEER, AS AUTHORIZED BY ALPINE COUNTY BOARD OF SUPERVISORS RESOLUTION DO HEREBY ACCEPT ON BEHALF OF THE PUBLIC ALL PUBLIC UTILITY EASEMENTS AS OFFERED HEREON AND DO SPECIFICALLY RESIST ANY OFFER OF EXTENSION FOR DEDICATION OF ROAD EASEMENTS UNLESS SUCH TIME AS SUCH EASEMENTS ARE ACCEPTED BY A RESOLUTION OF THE BOARD OF SUPERVISORS.

DATED 8-5-1986  
Edward Hall  
EDWARD HALL  
ALPINE COUNTY ENGINEER

### SURVEYOR'S CERTIFICATE

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF CLARENCE C. BURG ON November 22, 1985. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

Edward W. Turner  
EDWARD W. TURNER  
L.S. 4411

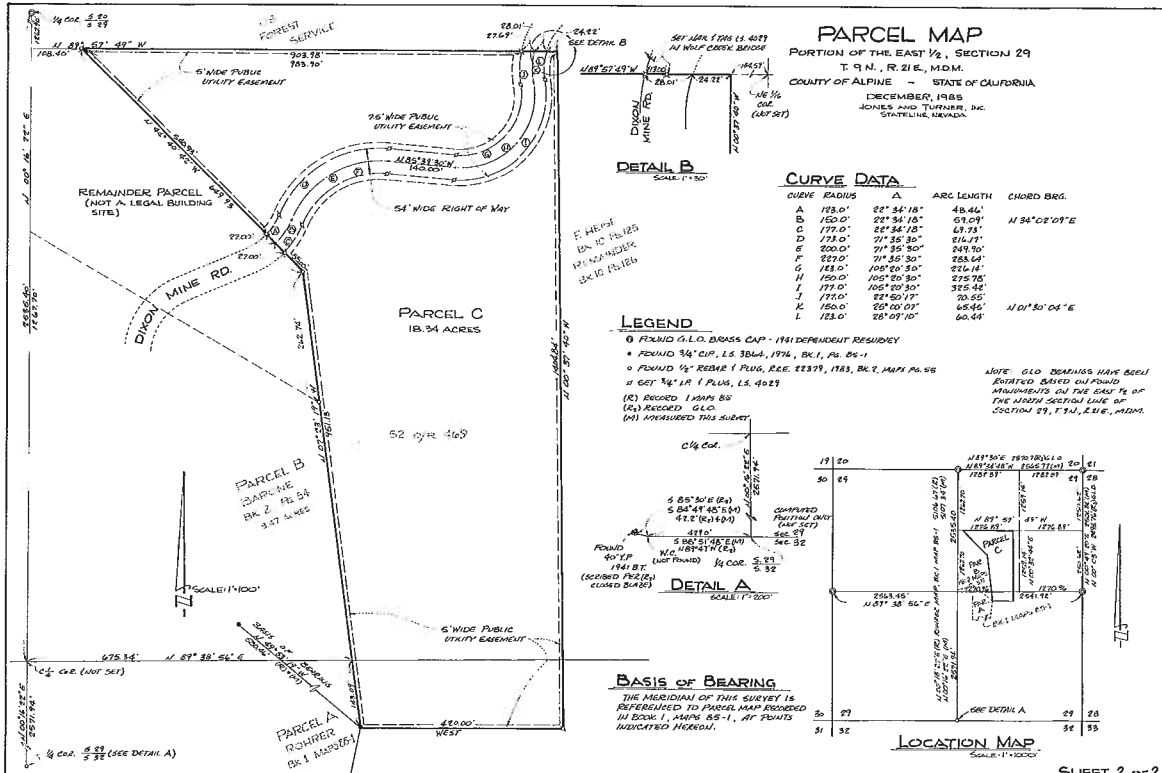
### RECORDERS CERTIFICATE

FILED THIS 22 DAY OF August, 1985,  
AT 8:45 A.M. IN BOOK 86 OF ALPINE  
AT PAGE 1, AT THE REQUEST OF CLARENCE C. BURG.

D. Smith  
ALPINE COUNTY RECORDER

SHEET 1 of 2

Book 3 Page 1 of 2



SHEET 2 of 2

Book 3 Page 2 of 2

## EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: \_\_\_\_\_ 2. Contract DBE Goal: \_\_\_\_\_
3. Project Description: \_\_\_\_\_
4. Project Location: \_\_\_\_\_
5. Consultant's Name: \_\_\_\_\_ 6. Prime Certified DBE: ☐

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %	
<b>Local Agency to Complete this Section</b>		<b>11. TOTAL CLAIMED DBE PARTICIPATION</b>	<b>%</b>	
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____  Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.				
20. Local Agency Representative's Signature _____ 21. Date _____ 22. Local Agency Representative's Name _____ 23. Phone _____ 24. Local Agency Representative's Title _____		<b>IMPORTANT:</b> Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.  12. Preparer's Signature _____ 13. Date _____ 14. Preparer's Name _____ 15. Phone _____ 16. Preparer's Title _____		

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

**ADA Notice:** For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

**EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT**

1. Local Agency: \_\_\_\_\_ 2. Contract DBE Goal: \_\_\_\_\_
3. Project Description: \_\_\_\_\_
4. Project Location: \_\_\_\_\_
5. Consultant's Name: \_\_\_\_\_ 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: \_\_\_\_\_
8. Total Dollar Amount for ALL Subconsultants: \_\_\_\_\_ 9. Total Number of ALL Subconsultants: \_\_\_\_\_

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
<b>Local Agency to Complete this Section</b> 20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.  23. Local Agency Representative's Signature _____ 24. Date _____ 25. Local Agency Representative's Name _____ 26. Phone _____ 27. Local Agency Representative's Title _____			14. TOTAL CLAIMED DBE PARTICIPATION \$ _____ % _____ IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.  15. Preparer's Signature _____ 16. Date _____ 17. Preparer's Name _____ 18. Phone _____ 19. Preparer's Title _____

DISTRIBUTION: 1. Original – Local Agency  
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

**ADA Notice:** For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.



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**EXHIBIT B**

**COUNTY OF ALPINE**

**PROFESSIONAL SERVICES AGREEMENT**

**FOR**

**RIGHT OF WAY SERVICES**

**FOR**

**BRIDGE NO. 31C0002**

**ON DIXON MINE ROAD OVER WOLF CREEK**

**DECEMBER \_\_, 2015**

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## ARTICLE I INTRODUCTION

- A. This contract is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows:

\_\_\_\_\_

Incorporated in the State of (NAME OF STATE)

The Project Manager for the "CONSULTANT" will be (NAME)

The name of the "LOCAL AGENCY" is as follows:

Alpine County  
99 Water Street  
Markleeville, CA 96120  
Attn: County Clerk

\_\_\_\_\_

The Contract Administrator for LOCAL AGENCY will be:

Brian Peters  
Community Development Director  
50 Diamond Valley Road, Markleeville, CA 96120  
530-694-2140 ext. 425  
[bpeters@alpinecountycalifornia.gov](mailto:bpeters@alpinecountycalifornia.gov)

- B. The work to be performed under this contract is described in Article II entitled Statement of Work and the approved CONSULTANT's Cost Proposal dated (DATE). The approved CONSULTANT's Cost Proposal is attached hereto (Attachment I) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this contract, this contract shall take precedence.
- C. CONSULTANT agrees to indemnify and hold harmless LOCAL AGENCY, its officers, agents, and employees from any and all claims, demands, costs, or liability arising from or connected with the services provided hereunder due to negligent acts, errors, or omissions of CONSULTANT. CONSULTANT will reimburse LOCAL AGENCY for any expenditure, including reasonable attorney fees, incurred by LOCAL AGENCY in defending against claims ultimately determined to be due to negligent acts, errors, or omissions of CONSULTANT.
- D. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of LOCAL AGENCY.
- E. Without the written consent of LOCAL AGENCY, this contract is not assignable by CONSULTANT either in whole or in part.
- F. No alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- G. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

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## ARTICLE II STATEMENT OF WORK

### A. Consultant Services:

Right of Way Services to be provided include the following per the attached Right of Way Needs Map, Exhibit RW-1:

1. Appraisal and acquisition from PWP Revocable Trust
2. Public Utility Easement from PWP Revocable Trust
3. Temporary Construction Easement from PWP Revocable Trust

### APPRAISAL CONSULTANTS

To be used on projects where property rights are to be acquired for a project, whether those rights are temporary, permanent, in fee, or easement, or compensable damages accrue to property as a result of the project. The appraiser measures the fair market value of the rights to be acquired.

Appraisal Consultants are required to possess:

- Appropriate Appraisal license as issued by the CA Office of Real Estate Appraisers in accordance to the degree, complexity and value of the appraisal required:
  - a) Residential License for any non-complex 1-4 family property with value of 1 million and nonresidential property with a transaction value up to \$250,000.
  - b) Certified Residential for any 1-4 family property without regard to transaction value or complexity and nonresidential property with a transaction value up to \$250,000.
  - c) Certified General for all real estate without regard to transaction value or complexity.
- Appraisal License is required by law for transportation projects on or off the State Highway System.
- Minimum two (2) years experience of appraisal of rights for eminent domain purposes.
- Successful completion of a course in appraisal of partial acquisitions for public agencies.
- Knowledge of the Uniform Relocation and Real Property Acquisition Policies Act and state eminent domain Law. Work samples provided by the consultant should be reviewed by the LPA.
- Specific knowledge and experience appropriate for the proposed project.

Appraiser Responsibilities under the Uniform Act:

- Property owner must be notified in writing of agency's decision to appraise.
- Property owner or designee must be given opportunity to accompany appraiser during property inspection.
- Responsibility of sending Title VI information.
- Diary entry of notifications and contacts.
- Appraisal to contain minimum recognized standards for public acquisition (Zoning, Property Rights to be acquired, Highest and Best Use Analysis, Comparables, Improvements Acquired, Damages, Cost to Cure, etc.)
- All appraisals must contain Appraiser and Review Appraiser Certificates.

### REVIEW APPRAISER CONSULTANTS

Each appraisal must be reviewed by a qualified review appraiser and contain a Review Appraiser Certificate. The review appraiser is the person responsible for appraisal quality and value determination. The review appraiser must remain independent and must not be subject to undue influence or pressure from any source to arrive at a particular value or to accept inadequate appraisal results. It is essential that the review appraiser understands that his/her responsibility is to recommend an estimate of value for just compensation determination by the acquiring agency. **The Uniform Act requires that an official of the acquiring agency must make the final determination of just compensation.**

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Review Appraiser Consultants are required to possess:

- Certified Residential License for any I- 4 family property without regard to transaction value or complexity and nonresidential property with a transaction value up to \$250,000, or
- Certified General License for all real estate without regard to transaction value or complexity.
- Minimum two (2) years experience reviewing appraisals for eminent domain purposes.
- Knowledge of the Uniform Relocation and Real Property Acquisition Policies Act and state eminent domain Law.
- Specific knowledge and experience appropriate for the proposed project.

Review Appraiser Responsibilities under the Uniform Act:

- Confirmation of Analysis of Highest and Best Use, Damages, and Cost to Cure Damages.
- Confirmation of Valuation.
- Confirmation of Calculations and Report Integrity.
- Prepare signed statement certifying value of appraisal reviewed, including an explanation of the basis for recommendation.

ACQUISITION CONSULTANTS

To be used when rights are to be acquired, whether those rights are temporary, permanent, in fee, or easement, or compensable damage payments are to be made as a result of the project.

When selecting acquisition consultants, care must be exercised to ensure that the candidates have expertise with the conditions affecting the acquisition that are present in the contemplated project. These may vary, and some factors to be considered include property type, type of occupancy, and project design/impact on remainder.

Acquisition Consultants must possess:

- Real Estate Broker's or Salesperson's License (when under the direct supervision of a Real Estate Broker) as issued by the CA Department of Real Estate (required by law). All Right of Way Contracts must be approved for content and signed or initialed by the Real Estate Broker.
- Minimum two (2) years experience in the acquisition of rights for eminent domain purposes.
- Knowledge of the Uniform Relocation and Real Property Acquisition Policies Act and state Eminent Domain Law. By signing the Right of Way Contract, the broker or Principal of the Company acknowledges responsibility for maintaining a complete file on each parcel.
- Specific knowledge and experience appropriate for the proposed project.

Acquisition Consultants Responsibilities under the Uniform Act:

- Ensure establishment of just compensation by local agency prior to initiation of negotiations.
- Expeditious acquisition within 30-days of approved appraisal.
- First Written Offer should be presented in person when possible.
- Summary Statement (basis for the appraisal) to be included with the first written offer.
- Owner to be given responsible time to consider offer and present material relevant to value determination (i.e. 30 days and a minimum of 3 contacts).
- Payment is required before taking possession unless date of possession clause is used in contract.



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- Local agency is responsible for payment of all incidental expenses (title, escrow, surveys, prepayment penalties, etc.)
  - Preparation of Administrative Settlements when it is reasonable and in the public interest.
  - Diary entries including confirmation of delivering Title VT information if project is federally funded.

Project Management Consultant or Principal of the consulting firm's responsibilities:

- Ensure right of way process has been followed in accordance with the Uniform Act.
- Ensure consultants have appropriate licenses for the scope of work.
- Ensure Broker signs or initials all right of way contracts.
- Approval of all right of way files (signature in diary) that files are complete and in accordance to the Uniform Act with appropriate diary entries.

B. Right of Way

The project engineer, Quincy Engineering, Inc. (QEI), will provide, survey information, metes and bounds description and right of way plots as needed.

C. Surveys

CONSULTANT will not have any responsibility for performing preliminary or construction surveys.

D. Subsurface Investigations

CONSULTANT will not have any responsibility for making subsurface investigations.

E. Local Agency Obligations

All data applicable to the project and in possession of LOCAL AGENCY or another agency, or government that are to be made available to CONSULTANT are referred to in the contract. Any other assistance or services to be furnished to CONSULTANT are to be stated clearly.

F. Conferences, Visits to Site, Inspection of Work

The contract provides for conferences as needed, visits to the site, and inspection of the work by representatives of the state, or FHWA. Costs incurred by CONSULTANT for meetings, subsequent to the initial meeting shall be included in the fee.

G. Documentation and Schedules

Contracts where appropriate, shall provide that CONSULTANT document the results of the work to the satisfaction of LOCAL AGENCY, and if applicable, the State and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the contract objectives.

H. Deliverables and Number of Copies

The number of copies of papers or documents to be furnished, such as reports, brochures, sets of plans, specifications, or Right of Way plots is specified. Provision may be made for payment for additional copies.

**ARTICLE III CONSULTANT'S REPORTS OR MEETINGS**

- A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

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- B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the contract.

#### **ARTICLE IV PERFORMANCE PERIOD (Verbatim)**

- A. This contract shall go into effect on (DATE), contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The contract shall end on (DATE), unless extended by contract amendment.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on LOCAL AGENCY until the contract is fully executed and approved by LOCAL AGENCY.

#### **ARTICLE V ALLOWABLE COSTS AND PAYMENTS (Verbatim)**

- A. The method of payment for this contract will be based on lump sum. The total lump sum price paid to CONSULTANT will include compensation for all work and deliverables, including travel and equipment described in Article II Statement of Work of this contract. No additional compensation will be paid to CONSULTANT, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONSULTANT and LOCAL AGENCY. Adjustment in the total lump sum compensation will not be effective until authorized by contract amendment and approved by LOCAL AGENCY.

B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONSULTANT. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.

- C. CONSULTANT shall not commence performance of work or services until this contract has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this contract.
- D. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60-calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

Brian Peters  
Community Development Director  
Alpine County  
50 Diamond Valley Road  
Markleeville, CA 96120

- E. The total amount payable by LOCAL AGENCY shall not exceed \$(Amount).

#### **ARTICLE VI TERMINATION (Verbatim)**

- A. LOCAL AGENCY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.
- B. LOCAL AGENCY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such

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termination, LOCAL AGENCY may proceed with the work in any manner deemed proper by LOCAL AGENCY. If LOCAL AGENCY terminates this contract with CONSULTANT, LOCAL AGENCY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to LOCAL AGENCY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.

- C. The maximum amount for which the Government shall be liable if this contract is terminated is \_\_\_\_\_ dollars.

#### **ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS (Verbatim)**

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to LOCAL AGENCY.
- D. All subcontracts in excess of \$25,000 shall contain the above provisions.

#### **ARTICLE VIII RETENTION OF RECORDS/AUDIT (Verbatim)**

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and LOCAL AGENCY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, LOCAL AGENCY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

#### **ARTICLE IX AUDIT REVIEW PROCEDURES (Verbatim)**

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.

The provisional ICR will apply to this contract and all other contracts executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

#### **ARTICLE X SUBCONTRACTING (Verbatim)**

- A. Nothing contained in this contract or otherwise, shall create any contractual relation between LOCAL AGENCY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to LOCAL AGENCY for the

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acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from LOCAL AGENCY'S obligation to make payments to the CONSULTANT.

- B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by LOCAL AGENCY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by LOCAL AGENCY.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- E. Any substitution of subconsultant(s) must be approved in writing by LOCAL AGENCY's Contract Administrator prior to the start of work by the subconsultant(s).

#### **ARTICLE XI EQUIPMENT PURCHASE (Verbatim)**

- A. Prior authorization in writing, by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by LOCAL AGENCY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.
- D. All subcontracts in excess \$25,000 shall contain the above provisions.

#### **ARTICLE XII STATE PREVAILING WAGE RATES (Verbatim)**

- A. The State of California's General Prevailing Wage Rates are not applicable to this contract.

#### **ARTICLE XIII CONFLICT OF INTEREST (Verbatim)**

- A. CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this contract, or any ensuing LOCAL AGENCY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing LOCAL AGENCY construction project, which will follow.
- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business



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interest that would conflict with the performance of services under this contract.

- C. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

#### **ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION (Verbatim)**

CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

#### **ARTICLE XV STATEMENT OF COMPLIANCE**

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- C. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- D. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

#### **ARTICLE XVI DEBARMENT AND SUSPENSION CERTIFICATION**

- A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been



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indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to LOCAL AGENCY.

- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

#### **ARTICLE XVII FUNDING REQUIREMENTS**

- A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only, if sufficient funds are made available to LOCAL AGENCY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this contract in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY has the option to void the contract under the 30-day termination clause pursuant to Article VI, or by mutual agreement to amend the contract to reflect any reduction of funds.

#### **ARTICLE XVIII CHANGE IN TERMS**

- A. This contract may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by LOCAL AGENCY's Contract Administrator.

#### **ARTICLE XIX DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION**

- A. This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. The goal for DBE participation for this contract is 0%. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1), or in the Consultant Contract DBE Information (Exhibit 10-O2) attached hereto and incorporated as part of the Contract. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as LOCAL AGENCY deems appropriate.
- D. Any subcontract entered into as a result of this contract shall contain all of the provisions of this section.
- E. A DBE firm may be terminated only with prior written approval from LOCAL AGENCY and only for the

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reasons specified in 49 CFR 26.53(f). Prior to requesting LOCAL AGENCY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR 26.53(f).

- F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors.
- G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- I. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- J. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.
- K. If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within 30 days.

## **ARTICLE XX CONTINGENT FEE**

CONSULTANT warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

## **ARTICLE XXI DISPUTES**

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and (Insert Department Head or Official), who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than 30 days after completion of all work under the contract, CONSULTANT may request review

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by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this contract.

## **ARTICLE XXII INSPECTION OF WORK**

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

## **ARTICLE XXIII SAFETY**

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

## **ARTICLE XXIV INSURANCE**

- A. Prior to commencement of the work described herein:

1.1 Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to the County that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the County that the subconsultant has secured all insurance required under this Section.

1.2 Types of Required Coverages. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, the Consultant in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance:

1.2.1 Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least \$1,000,000 per occurrence. Defense costs shall be paid in addition to the limits.

The policy shall contain no endorsements or provisions limiting coverage for (1) products and completed operations; (2) contractual liability; (3) third party action over claims; or (4) cross liability exclusion for claims or suits by one insured against another.

1.2.2 Automobile Liability: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) with minimum limits of \$1,000,000 each accident.

1.2.3 Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

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1.2.4 Professional Liability: Professional Liability insurance for errors and omissions with minimum limits of \$1,000,000. Covered Professional Services shall specifically include all work to be performed under the Agreement.

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

1.3 Endorsements.

1.3.1 The policy or policies of insurance required by Sections 1.2.1 Commercial General Liability and 1.2.2 Automobile Liability shall be endorsed to provide the following:

1.3.1.1 Additional Insured: The indemnified parties shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the Agreement.

1.3.1.2 Primary Insurance and Non-Contributing Insurance: This insurance shall be primary and any other insurance, deductible or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance.

1.3.1.3 Severability: In the event of one insured, whether named or additional, incurs liability to any other of the insureds, whether named or additional, the policy shall cover the insured against whom claim is or may be made in the same manner as if separate policies had been issued to each insured, except that the limits of insurance shall not be increased thereby.

1.3.1.4 Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the County except ten (10) days prior written notice shall be allowed for non-payment of premium.

1.3.1.5 Duties: Any failure by the named insured to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the indemnified parties.

1.3.1.6 Applicability: That the coverage provided therein shall apply to the obligations assumed by the Consultant under the indemnity provisions of the Agreement, unless the policy or policies contain a blanket form of contractual liability coverage.

1.3.2 The policy or policies of insurance required by Section 1.2.3 Workers' Compensation shall be endorsed, as follows:

1.3.2.1 Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

1.3.2.2 Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the County except ten (10) days prior written notice shall be allowed for non-payment of premium.

1.3.3 The policy or policies of insurance required by Section 1.2.4 Professional Liability shall be endorsed, as follows:

1.3.3.1 Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the County except ten (10) days prior written notice shall be allowed for non-payment of premium.



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1.4 Deductible. Any deductible or self-insured retention must be approved in writing by the County and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

1.5 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies or original certificates and endorsements on forms approved by the County. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the County. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the County evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

1.6 Failure to Maintain Coverage. Consultant agrees to suspend and cease all operations hereunder during such period of time if the required insurance coverage is not in effect and evidence of insurance has not been furnished to the County. The County shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Agreement.

In the event that the Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

1.7 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

1.8 Insurance for Subconsultants. All subconsultants shall be included as additional insureds under the Consultant's policies or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of this Agreement, including adding the County as an Additional Insured to the subconsultant's policies.

## **ARTICLE XXV OWNERSHIP OF DATA**

- A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in LOCAL AGENCY; and no further agreement will be necessary to transfer ownership to LOCAL AGENCY. CONSULTANT shall furnish LOCAL AGENCY all necessary copies of data needed to complete the review and approval process.
- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by LOCAL AGENCY of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by LOCAL AGENCY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by CONSULTANT.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and



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irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

- F. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

#### **ARTICLE XXVI CONFIDENTIALITY OF DATA**

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

#### **ARTICLE XXVII NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

#### **ARTICLE XXVIII EVALUATION OF CONSULTANT**

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract record.

#### **ARTICLE XXIX RETENTION OF FUNDS**

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.
- B. No retainage will be withheld by the Agency from progress payments due the prime consultant. Retainage by the prime consultant or subconsultants is prohibited, and no retainage will be held by the prime consultant from progress due subconsultants. Any violation of this provision shall subject the violating prime consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultants and subconsultants.

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**ARTICLE XXX NOTIFICATION**

All notices hereunder and communications regarding interpretation of the terms of this contract and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:

\_\_\_\_\_  
(CONSULTANT)  
\_\_\_\_\_, Project Manager  
(NAME)  
\_\_\_\_\_  
(ADDRESS)  
\_\_\_\_\_

LOCAL AGENCY:

Alpine County  
Brian Peters  
Community Development Director  
Alpine County  
50 Diamond Valley Road  
Markleeville, CA 96120  
\_\_\_\_\_

**ARTICLE XXXI CONTRACT**

The two parties to this contract, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this contract constitutes the entire agreement which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this contract as evidenced by the signatures below.

**ARTICLE XXXII SIGNATURES**

(Name of CONSULTANT)

Alpine County

\_\_\_\_\_  
(Signature)  
(Name of Signer)

\_\_\_\_\_  
(Signature)  
(Name of Signer)

DATE: \_\_\_\_\_

## EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: \_\_\_\_\_ 2. Contract DBE Goal: \_\_\_\_\_  
 3. Project Description: \_\_\_\_\_  
 4. Project Location: \_\_\_\_\_  
 5. Consultant's Name: \_\_\_\_\_ 6. Prime Certified DBE: ☐

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
<b>Local Agency to Complete this Section</b>		<b>11. TOTAL CLAIMED DBE PARTICIPATION</b>	<b>%</b>
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____  Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
20. Local Agency Representative's Signature _____ 21. Date _____ 22. Local Agency Representative's Name _____ 23. Phone _____ 24. Local Agency Representative's Title _____		<b>IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.</b>  12. Preparer's Signature _____ 13. Date _____ 14. Preparer's Name _____ 15. Phone _____ 16. Preparer's Title _____	

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3980 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

## EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: \_\_\_\_\_ 2. Contract DBE Goal: \_\_\_\_\_  
 3. Project Description: \_\_\_\_\_  
 4. Project Location: \_\_\_\_\_  
 5. Consultant's Name: \_\_\_\_\_ 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: \_\_\_\_\_  
 8. Total Dollar Amount for ALL Subconsultants: \_\_\_\_\_ 9. Total Number of ALL Subconsultants: \_\_\_\_\_

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
<b>Local Agency to Complete this Section</b> 20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			14. TOTAL CLAIMED DBE PARTICIPATION \$ _____ % _____
23. Local Agency Representative's Signature _____ 24. Date _____ 25. Local Agency Representative's Name _____ 26. Phone _____ 27. Local Agency Representative's Title _____		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. 15. Preparer's Signature _____ 16. Date _____ 17. Preparer's Name _____ 18. Phone _____ 19. Preparer's Title _____	

DISTRIBUTION: 1. Original – Local Agency  
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3980 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

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 July 23, 2015

DATE PLOTTED => 7/15/2015  
TIME PLOTTED => 1:37:49 PM



COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

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LPP 13-01

## INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352.

The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, and print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04

**EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL MANAGEMENT SYSTEM**

*(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment 1 of DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at [http://www.dot.ca.gov/hq/LocalPrograms/DLA\\_OB/DLA\\_OB.htm](http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm) in lieu of this form.)*

**Certification of Final Indirect Costs:**

Consultant Firm Name: \_\_\_\_\_

Indirect Cost Rate: \_\_\_\_\_ \* for fiscal period \_\_\_\_\_

\*Fiscal period covered for Indirect Cost Rate developed (not the contract period).

Local Government: \_\_\_\_\_

Contract Number: \_\_\_\_\_ Project Number: \_\_\_\_\_

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final Indirect Cost Rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and Indirect Cost Rates have been disclosed as of the date of proposal preparation noted above.

**Certification of Financial Management System:**

I, the undersigned, certify to the best of my knowledge and belief that our Financial Management System meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

**Certification of Dollar Amount for all A&E Contracts:**

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$ \_\_\_\_\_ and the number of states in which the firm does business is \_\_\_\_\_.

**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:

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Consultant Certification of Contract Costs and Financial Management System

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1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).
2. Compliant with the terms of the contract and is incurred specifically for the contract.
3. Not prohibited by 23 CFR, Chapter 1, Part 172 – Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

**Subconsultants (if applicable)**

Proposed Contract Amount (or amount not to exceed if on-call contract): \$ \_\_\_\_\_

**Prime Consultants (if applicable)**

Proposed **Total** Contract Amount (or amount not to exceed if on-call contract): \$ \_\_\_\_\_

Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Consultant Certifying (Print Name and Title):

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Consultant Certification Signature \*\*: \_\_\_\_\_

Date of Certification (mm/dd/yyyy): \_\_\_\_\_

Consultant Contact Information:

Email: \_\_\_\_\_

Phone number: \_\_\_\_\_

**\*\*An individual executive or financial officer of the consultant's organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the Indirect Cost Rate proposal submitted in conjunction with the contract.**

*Note: Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31. 23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.*

**Distribution:** 1) Original to Caltrans Audits and Investigations  
2) Retained in Local Agency Project Files

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**CONSULTANT'S PROPOSAL**